

## Chelan County Assessor

## Property Search Results &gt; 54847 CONFLUENCE HEALTH for Year 2016 - 2017

## Property

## Account

Property ID:	54847	Legal Description:	PEACHEY BLOCK 7 LOT 4 LOTS 4-6 0.6800 ACRES
Geographic ID:	222010771620	Agent Code:	
Type:	Real		
Tax Area:	802 - W 246 F1 WB	Land Use Code	67
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	22N	Section:	10
Range:	20EWM	Legal Acres:	0.6800

## Location


Address:	215 BRIDGE ST WENATCHEE, WA 98801	Map ID:	1WEN103C01
Neighborhood:	Cycle 1 Wenatchee Div 3 Com		
Neighborhood CD:	1WEN103C01		

## Owner

Name:	CONFLUENCE HEALTH	Owner ID:	99532
Mailing Address:	1201 S MILLER AVE WENATCHEE, WA 98801	% Ownership:	%
		Exemptions:	

## Taxes and Assessment Details

Property Tax Information as of 03/30/2017

Amount Due if Paid on:  NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2017	43265	\$6015.88	\$6015.84	\$0.00	\$0.00	\$0.00	\$12031.72
▶ Statement Details							
2016	43475	\$6432.52	\$6432.44	\$0.00	\$0.00	\$12864.96	\$0.00

## Values

## Taxing Jurisdiction

## Improvement / Building

## Sketch

## Property Image

## Land

## Roll Value History

## Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	01/08/2016	SP WD	Special Warranty Deed	CDC PROPERTIES I LLC	CONFLUENCE HEALTH			\$1,250,000.00	168682	2430928
			54850 CONFLUENCE HEALTH S MISSION ST WENATCHEE, WA 98801		PEACHEY BLOCK 7 LOT 4 0.2000 ACRES					
2	10/04/2004	W	Warranty Deed		CDC PROPERTIES I LLC				0	2184481
3		OT	Conversion Code Only		CAPITOL DEVELOPMENT CO	718	818		0	
4	10/04/2004	W	Warranty Deed					\$1,287,491.00	12493201	2184481

## Payout Agreement

# Loan History - CDC Properties (A Note - [REDACTED])

**REDACTED**

Loan ID: [REDACTED]  
Customer Name: CDC Properties LLC

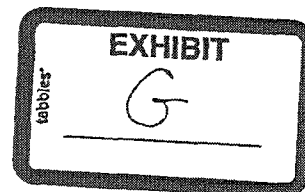
Transaction Date	Transaction Description	Payment Due Date	Transaction Amount	Principal	Interest	Tax	Insurance	Other Reserves	Late Charge	Unapplied	Other Amounts	Principal Balance
Beginning Balance as of: 6/29/2004												
01/04/2016	Reserve Credit	01/04/2016										
01/04/2016	Reserve Credit	01/04/2016										
01/04/2016	Reserve Credit	01/04/2016										
01/05/2016	Reserve Credit	01/05/2016										
01/05/2016	Reserve Credit	01/05/2016										
01/06/2016	Reserve Credit	01/06/2016										
01/06/2016	Non-Cash Late Charge Adjustment	01/06/2016										
01/08/2016	Disbursement - Recoverable Advance	11/23/2015										
01/08/2016	Disbursement - Recoverable Advance	12/04/2015										
01/08/2016	Disbursement	01/08/2016										
01/08/2016	Disbursement	01/08/2016										
01/08/2016	Unapplied Payment	01/08/2016	117,150.23									
01/11/2016	Reserve Credit	01/11/2016										
01/11/2016	Borrower Fees - Receipt	01/11/2016										
01/11/2016	Reclassification	01/11/2016										
01/11/2016	Escrow Credit	01/11/2016										
01/11/2016	Miscellaneous Fees - Accrual	01/11/2016										
01/12/2016	Reserve Credit	01/12/2016										
01/12/2016	Disbursement	01/03/2016										
01/25/2016	Reserve Credit	01/25/2016										
01/25/2016	Reserve Credit	01/25/2016										
01/25/2016	Reserve Credit	01/25/2016										
01/25/2016	Reserve Credit	01/25/2016										
01/25/2016	Reserve Credit	01/25/2016										
01/25/2016	Reserve Credit	01/25/2016										
01/25/2016	Reserve Credit	01/25/2016										
01/27/2016	Reserve Credit	01/27/2016										
02/01/2016	Curtailment	02/01/2016										
02/01/2016	Disbursement	02/01/2016										

**REDACTED**

**REDACTED**

March 03, 2017  
CONFIDENTIAL

Page 124 of 131  
MLMT 2005-MCP1 Washington Office Properties, LLC 00141



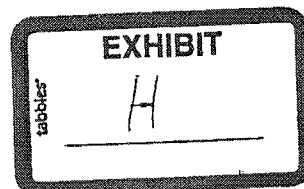
## PURCHASE AGREEMENT

This Purchase Agreement ("*Agreement*") is made effective as of September 9, 2016 (the "*Effective Date*"), by and between CDC Properties I LLC a Delaware limited liability company ("*Seller*" or the "*Company*"), and CDC Member LLC, or its designee(s) ("*Purchaser*").

### RECITALS

- A. Seller is owned by CDC Acquisition Company 1 LLC, a Washington limited liability company ("*Acquisition*").
- B. Seller was a debtor in a chapter 11 bankruptcy proceeding, *In re CDC Properties I LLC*, Case No. 11-41010, U.S. Bankruptcy Court, Western District of Washington at Tacoma, No. 11-41010 (the "*Seller Bankruptcy*"). Eric D. Orse is the management representative of Seller pursuant to Orders entered in the Prium Bankruptcy Case, referenced in Paragraph C below.
- C. Acquisition is owned by Prium Companies, LLC, which is a debtor in a chapter 11 bankruptcy proceeding, *In re Prium Companies, LLC*, U.S. Bankruptcy Court, Western District of Washington at Tacoma, No. 14-44512 (the "*Prium Bankruptcy Case*"). Eric D. Orse is the management representative of Prium Companies, LLC pursuant to orders entered in the Prium Bankruptcy Case on October 2, 2014 and February 26, 2015.
- D. All of the assets of the Company are presently controlled by a custodial receiver appointed in the case styled *Wells Fargo Bank v. CDC Properties I, LLC*, King County Superior Court, No. 16-2-10797-4 KNT pursuant to an order entered on May 19, 2016. All of the real property owned by the Company and its subsidiary, 645 Woodland, LLC, are subject to a pending non-judicial foreclosure sale scheduled to occur on October 21, 2016.
- E. Seller desires to sell to Purchaser and Purchaser desires to Purchase from Seller all of Seller's right, title and interest in and to the real properties and improvements located thereon, which such properties are identified by the legal descriptions and addresses set forth in Exhibit A attached hereto and by this reference made a part hereof (each a "*Property*" and collectively, the "*Properties*"), for the consideration and on the terms set forth in this Agreement.

I



ORSE 0052

IN EXCHANGE FOR THE SUM OF TEN DOLLARS (\$10.00) IN HAND PAID AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, the parties to this Agreement hereby agree as follows:

1. **RECITALS.** The Recitals set forth above are true and correct and are incorporated into this Agreement as if fully set forth herein below.
2. **PURCHASE AND SALE OF THE PROPERTIES.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser hereby agrees to purchase and accept from Seller, all right, title and interest in and to the Properties.
3. **CLOSING.** The closing of the sale of the Properties (the "*Closing*") shall take place on or before September 22, 2016 (the "*Outside Date*").
4. **DUE DILIGENCE PERIOD.** Purchaser shall have the period from the Effective Date until September 15, 2016 (the "*Due Diligence Period*") within which to conduct all of Purchaser's due diligence investigations regarding the transaction contemplated in this Agreement. Purchaser may elect to terminate this Agreement for any reason or for no reason on or before the expiration of the Due Diligence Period by delivering notice to Seller at the address set forth herein by email (which shall be effective upon Seller's counsel's receipt of such email) provided that an original termination letter is also sent to Seller's counsel by reputable overnight delivery service.
5. **CONSIDERATION AND PAYMENT TERMS.** The consideration for the sale of the Properties shall be \$100,000 US (the "*Consideration*") to be paid in cash to Seller by wire transfer of federally available funds at Closing. Following the end of the Due Diligence Period but prior to the Closing Date, upon execution and delivery by Seller and Karr Tuttle Campbell ("*KTC*") of the letter agreement attached hereto as Exhibit B (the "*Letter Agreement*") confirming that KTC will not pay the Consideration to Seller until and unless Purchaser receives irrevocable confirmation from First American Title Insurance Company (the "*Title Company*") that the Title Company has received the original Deed (defined below) for each Property and all Deeds have been recorded in the applicable County Recorder's office or such other office for the County in which each Property is located. Purchaser shall wire the Consideration to the trust account of KTC to hold in escrow pending the Closing. If for any reason the Closing does not occur prior to the Outside Date, KTC shall return the Consideration to Purchaser in accordance with the Letter Agreement. Seller and Purchaser shall reasonably agree upon an escrow arrangement with the Title Company for recordation of the Deeds and the issuance to Purchaser of owner policies of title insurance for each Property.
6. **DELIVERY OF DEEDS.** At least five (5) days prior to Closing, Seller shall deliver to the Title Company (with copies to Purchaser) any and all executed original deeds in the form of quit claim deeds (each a "*Deed*" and collectively the "*Deeds*"), and with respect to each Property, if and to the extent Seller has any interest, an assignment of leases and rents, an assignment of contracts and bill of sale, FIRPTA certificate and executed originals of any and all excise tax forms, title affidavits or other documents or instruments required by the Title

Company, or which are otherwise customary, to be executed by Seller in order to transfer title to the Properties to Purchaser (the "*Ancillary Documents*"). Drafts of each Deed are attached hereto as Exhibit C. Seller and Purchaser shall reasonably agree upon the forms of the Deeds and the Ancillary Documents.

**7. REPRESENTATIONS AND WARRANTIES.**

**7.1. Representations and Warranties of Seller.** The Seller hereby represents and warrants to the Purchaser as follows:

**7.1.1. Authority.** The Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. Eric D. Orse, as management representative, has the full and unfettered right, power and authority to execute and deliver this Agreement and to bind the Seller.

**7.1.2. Disclaimer of Other Warranties and Representations.** Except as stated in this Section 7.1.2, the Properties are being conveyed without warranties on an "as is, where is" basis.

**7.1.3. No Purchase Options.** Except as set forth in this Agreement, there is no option to purchase or right of first refusal in favor of any person or entity with respect to the Properties.

**7.1.4. Bankruptcy.** Neither the Seller nor the Properties are the subject of any bankruptcy proceeding or other insolvency, dissolution reorganization or other similar proceeding other than as described in Paragraphs B and D in the Recitals.

**7.1.5. 645 Woodland LLC.** No later than September 16, 2016, Seller shall cause 645 Woodland LLC, which owns the real property commonly known as 645 Woodland Square Loop SE, Lacey, WA 98503-1045, Thurston County Tax Parcel # 84990001000, to convey such property to Seller via quit claim deed and shall provide Purchaser and the Title Company with a copy of a recorded deed evidencing the conveyance of such Property and related improvements to Seller without any reservation, encumbrance, option or other rights in favor of 645 Woodland LLC or any other party.

**7.2. Representations of Purchaser.** The Purchaser hereby represents and warrants to the Seller as follows:

**7.2.1. Authority.** The Purchaser hereby represents and warrants to the Seller that the Purchaser has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

**7.2.2. Purchaser's Due Diligence.** Purchaser is relying on its own due diligence in connection with the purchase of the Transferred Interests and is not relying on any representations of the Seller not contained in Section 7.1.2 of this Agreement.

**8. MISCELLANEOUS PROVISIONS.**

**8.1. Arbitration.** The parties agree that controversies arising under this Agreement or relating to any alleged breach of this Agreement shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Seattle, Washington, or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.

**8.2. Further Assurances.** The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the foregoing, Seller and Purchaser agree that Purchaser may take title to the Properties in multiple entities and as tenants in common, or such other ownership structure as Purchaser shall elect, and Seller shall reasonably cooperate with Purchaser in completing deeds and any other conveyance documents required to effectuate Purchaser's desired ownership structure.

**8.3. Assignments, Successors, and No Third-Party Rights.** Neither party may assign any of its rights under this Agreement without the prior consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

**8.4. Survival of Terms.** The parties hereby agree that the agreements, promises, covenants, representations, warranties and indemnities in this Agreement contained shall survive the closing under this Agreement and shall not, in any respect, merge in this Agreement or in any agreement, document or other instrument made, executed and delivered under this Agreement or in connection with this Agreement.

**8.5. Captions.** The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any of the provisions of this Agreement.

**8.6. Completeness and Modification.** This Agreement constitutes the entire understanding between the parties to this Agreement superseding all prior and contemporaneous agreements or understandings concerning the subject matter of this Agreement and shall not be terminated, except in accordance with its terms, or amended, except in a writing executed by the parties to this Agreement.

8.7. **Waiver.** The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

8.8. **Severability.** The invalidity or unenforceability, in whole or in part, of any covenant, promise or undertaking, of any section, subsection, paragraph, sentence, clause, phrase or word or of any provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

8.9. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

8.10. **Counterparts.** This Agreement may be executed in two or more ink signed counterparts, which may be delivered electronically by email .pdf, each of which counterparts when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

**"SELLER":**

**CDC PROPERTIES I LLC**

By: \_\_\_\_\_  
Name: Eric D. Orse,  
Title: Its Management Representative

**"PURCHASER":**

**CDC MEMBER LLC**

By: Linda Greenfield  
Name: Linda Greenfield  
Title: Authorized Signatory



Exhibit A

### LEGAL DESCRIPTION

Lots 12, 13, 16, 17 and 20, all in Block 29, Little City Farms Division No. 5, According to the plat thereof recorded in Volume 26 of Plats, page 26, records of King County, Washington;

Except the West 3 feet thereof conveyed to the City of Seattle by instrument recorded under Recording No. 7207170137.

Situate in the County of King, State of Washington.

Tax Parcel No.: 436570-0080-03

Address: 8830 25<sup>th</sup> Avenue,  
Seattle, Washington

ORSE 0059

**LEGAL DESCRIPTION**

All of Capital Tract, according to the plat thereof recorded in Volume 11 of Plats, page 38, records of Grant County, Washington.

Address: 1620 Pioneer Way  
Moses Lake, Washington 98837

ORSE 0060

### LEGAL DESCRIPTION

A tract of land bounded on the North by Benton Street, bounded on the West by Mission Street, bounded on the South by Bridge Street and bounded on the East by an alley way, said tract being known as the Mission Street Park, described as follows

Those portions of Block 7, Peachey Addition, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, Page 69, lying Northerly of Bridge Street, Easterly of Mission Street and Southerly of Benton Street, as said streets now exist, and lying Westerly of the Easterly line of Lots 7, 8, 9, and 10, Block 2, Olives Addition, Chelan County, Washington, according to the plat thereof recorded in Volume 2 of Plats, Page 81, and the Northerly production of said Easterly line of said Lot 10.

AND Block 1 and Lots 7, 8, 9, and 10, Block 2 of Olives Addition,  
TOGETHER WITH that portion of vacated Crescent Street lying Southerly of said Benton Street,  
AND TOGETHER WITH the Northerly half of that portion of Bridge Street lying Westerly of the Westerly line of Block 7, Columbia Bridge Addition to Wenatchee, extended Northerly, as vacated by City of Wenatchee Ordinance No. 2557, recorded November 1, 1984, under Auditor's No. 8411010098.

Address: 805<sup>S.</sup> Mission Street  
Wenatchee, Washington 98801

Parcel A - 645 Woodland Sq Loop, Lacey -- Owned by 645 Woodland LLC (Lot 10) and CDC Properties I LLC (Lot 11)

Parcel B - 629 Woodland Sq Loop, Lacey and 637 Woodland Sq Loop, Lacey - Owned by CDC Properties I LLC

Parcel C - 4565 7th Ave, Lacey - Owned by CDC Properties I LLC

Parcel D - 640 Woodland Sq Loop, Lacey - Owned by CDC Properties I LLC

Parcel E - 5000 Capitol Blvd, Turnwater - Owned by CDC Properties I LLC

*See next pages for Legal Descriptions*

ORSE 0062

## LEGAL DESCRIPTION

### Parcel A:

Lots 10 and 11 of Woodland Square, according to the plat thereof recorded in Volume 20 of Plats, Page 103 and 104, records of Thurston County, Washington.

### Parcel B:

Parcels A and B of Boundary Line Adjustment No. SS-BLA-6154, as recorded under Recording No. ~~8806100138~~, records of Thurston County, Washington, (being Lots 12, 13, and 14 of Woodland Square, according to the plat thereof recorded in Volume 20 of Plats, Page 103 and 104, records of Thurston County, Washington).

### Parcel C:

Parcel A of Boundary Line Adjustment No. BLA-6196, as recorded under Recording No. ~~9010160091~~, records of Thurston County, Washington, (being Lots 31 through 34 of Woodland Square, according to the plat thereof recorded in Volume 20 of Plats, Page 103 and 104, records of Thurston County, Washington).

### Parcel D:

Lots 35 and 36 of Woodland Square, according to the plat thereof recorded in Volume 20 of Plats, Page 103 and 104, records of Thurston County, Washington.

### Parcel E:

Lots 1 through 6, inclusive and Lots 9 through 16, inclusive, Trooper Addition to Tumwater, according to the plat thereof recorded in Volume 11 of Plats, Page 107, records of Thurston County, Washington.

Except the South 18 feet of said Lot 6.

Also except those portions of Lots 1 and 16 of said plat conveyed to the City of Tumwater for street purposes by deeds recorded under Recording No. ~~912527~~ and ~~926019~~.

Together with those portions of vacated Market Street abutting and adjoining said lots vacated by Ordinance No. 515, recorded under Recording No. ~~775791~~, which upon vacation reverted to said premises by operation of law.

Situate in the County of Thurston, State of Washington.

ORSE 0063



ax Parcel No.: 84990001100, 84990001200, 84990001400, 84990003100, 84990003200, 84990003300,  
84990003400, 84990003500, 84990003600, 80400000100, and 84990001000

ORSE 0064

Exhibit B

LETTER AGREEMENT

September \_\_\_, 2016

Karr Tuttle Campbell  
701 Fifth Avenue, Suite 3300  
Seattle, WA 98104  
Attention: Michael Feinberg

Re: Escrow Letter Agreement ("Letter Agreement") by and between Karr Tuttle Campbell ("KTC") and CDC Member LLC ("CDC")

Ladies and Gentlemen:

Reference is made to that certain Purchase Agreement dated as of September \_\_\_, 2016 (the "PSA"). Capitalized terms used but not defined herein shall have the meanings set forth in the PSA.

This Letter Agreement confirms the agreement between KTC and CDC that KTC shall hold the Consideration for the Closing in escrow and shall not release or otherwise deliver all or any portion of the Consideration to Seller unless and until Purchaser or its counsel has received confirmation from First American Title Insurance Company that it has received the original Deeds for each Property and all Deeds have been recorded in the applicable County Recorder's office or such other office for the County in which each such Property is located. .

Should the Closing not occur for any reason on or before the Outside Date, then KTC shall within one (1) business day of CDC's request return the Consideration to CDC by wire transfer.

This Letter Agreement may be executed in two or more ink signed counterparts, which may be delivered electronically by email .pdf, each of which counterparts when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

[signatures on next page]



IN WITNESS WHEREOF, the parties have executed and delivered this Letter Agreement as of the date first written above.

**KARR TUTTLE CAMPBELL**

By: \_\_\_\_\_  
Name: Diana K. Carey  
Title: Authorized Signatory

**CDC MEMBER LLC**

By: \_\_\_\_\_  
Name: Linda Greenfield  
Title: Authorized Signatory

Exhibit C

After recording return to:  
Diana K. Carey  
Karr Tuttle Campbell  
701 Fifth Avenue, Suite 3300  
Seattle, WA 98104

SAMPLE

---

DOCUMENT TITLE:	QUIT CLAIM DEED
REFERENCE NUMBER(S):	4266382
GRANTOR:	Eric D. Orse, acting in his capacity as Manager of 645 Woodland, LLC
GRANTEE:	CDC PROPERTIES I LLC
ABBREV. LEGAL	Section 17 Township 18 Range 1W Quarter SE SE Plat WOODLAND SQUARE LT 10
PARCEL NOS.:	84990001000

IN CONSIDERATION OF TEN DOLLARS (\$10.00) and other valuable consideration, in hand paid, the Grantor herein, Eric D. Orse, acting in his capacity as Manager of 645 Woodland, LLC, hereby

GRANTS, CONVEYS, AND QUITCLAIMS to CDC Properties I LLC, any and all of the Grantor's interest in the real estate located at 645 WOODLAND SQUARE LOOP SE, OLYMPIA, WASHINGTON, 98503 (the "Property"), situated in the county of Thurston, State of Washington, and legally described as follows:

Lot 10 Woodland Square, as per Plat recorded in Volume 20 of Plats, pages 103 and 104 records of Thurston County, Washington

The sale is "AS IS" and "WHERE IS" and the Grantor makes no warranties, express or implied.

#1056827 v1 / 45640-001

ORSE 0068

IN WITNESS WHEREOF, the undersigned hereto sets his hand this \_\_\_\_ day of September,  
2016

\_\_\_\_\_  
Eric D. Orse, Manager of 645 Woodland, LLC

STATE OF WASHINGTON       )  
  )       ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Eric D. Orse, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September \_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, Residing at \_\_\_\_\_

\_\_\_\_\_  
(Printed or Stamped Name of Notary)  
My appointment expires \_\_\_\_\_

#1056827 v1 / 45640-001

ORSE 0069

HONORABLE BRYAN LYNCH

Chapter 11

HEARING DATE: JANUARY 10, 2018

HEARING TIME: 9:00 AM

COURTROOM: 1

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT TACOMA

In Re

CDC Properties I, LLC,

Debtors.

No. 11-41010-BDL

**DECLARATION OF DEREK EDMONDS**

I, Derek Edmonds, make the following declaration certified to be true under penalty of perjury pursuant to RCW 9A.72.085:

1. I am over eighteen years of age, competent to testify in this matter, and this declaration is based on direct personal knowledge.

2. I am a principal of Equity Funding. I am familiar with commercial lending practices. I am familiar with CDC including the revenues, expenses and provisions of how the Waterfall in the Plan should have been administered. I have had numerous discussions with the debtor and the Trustee regarding the same.

3. Green Johnny, LLC was the tenant improvement contractor for CDC.

DECLARATION OF DEREK EDMONDS – 1  
K:\FILES\Centrum-CDC 16288\Edmonds Decl.doc

COLE | WATKIN | LEIDL HALL, P.C.  
401 BATTERY STREET  
SEATTLE, WASHINGTON 98121  
(206) 622-0494 / FAX (206) 587-3476

4. CDC negotiated an agreement with Green Johnny, LLC. Green Johnny agreed to perform tenant improvement work for CDC. CDC agreed to make monthly payments as opposed to a lump sum payment.

5. Payments for tenant improvements should be paid from the reletting reserve account.

Dated this 4th day of December, 2017.



Derek Edmonds

1 **CERTIFICATE OF SERVICE**

2 The undersigned certifies under penalty of perjury under the laws of the State of  
3 Washington that on this date I caused to be served in the manner noted below a true and correct  
4 copy of the foregoing on the parties mentioned below via ECF Court Filing and electronic  
5 notification:

6 **CDC Properties I, LLC**

7 c/o Keven A. Bay  
8 Brad A. Goergen  
9 Mark D. Northrup  
10 [kbay@tousley.com](mailto:kbay@tousley.com)  
11 [plewis@tousley.com](mailto:plewis@tousley.com)  
12 [kstokes@tousley.com](mailto:kstokes@tousley.com)  
13 [efile@tousley.com](mailto:efile@tousley.com)  
14 [brad.goergen@millernash.com](mailto:brad.goergen@millernash.com)  
15 [mark.northrup@millernash.com](mailto:mark.northrup@millernash.com)  
16 [dona.purdy@millernash.com](mailto:dona.purdy@millernash.com)

17 John Rizzardi  
18 CAIRNCROSS & HEMPELMANN, P.S.  
19 524 Second Avenue, Suite 500  
20 Seattle, WA 98104-2323

21 **Eric Orse**

22 c/o Diana K. Carey  
23 Karr Tuttle Campbell  
701 Fifth Ave Ste 3300  
Seattle, WA 98104  
[dcarey@karrtuttle.com](mailto:dcarey@karrtuttle.com)

**United State Trustee**

Hillary Bramwell Mohr  
[USTPRegion18.SE.ECF@usdoj.gov](mailto:USTPRegion18.SE.ECF@usdoj.gov)  
[Hilary.b.mohr@usdoj.gov](mailto:Hilary.b.mohr@usdoj.gov)  
[Tara.Maurer@usdoj.gov](mailto:Tara.Maurer@usdoj.gov)  
[young-mi.petteys@usdoj.gov](mailto:young-mi.petteys@usdoj.gov)  
[martha.a.vandraanen@usdoj.gov](mailto:martha.a.vandraanen@usdoj.gov)

**Mariners Portfolio LLC**

**Olympia Office LLC**

**Seahawk Portfolio LLC**

**WA Portfolio LLC**

c/o Donald A. Bailey  
[donald.bailey@shaferbailey.com](mailto:donald.bailey@shaferbailey.com)

1 **MLMT 2005-MCP1 Washington Office Properties LLC**

c/o Theodore A Cohen

2 Alan M. Feld

[tcohen@sheppardmullin.com](mailto:tcohen@sheppardmullin.com)

3 [amontoya@sheppardmullin.com](mailto:amontoya@sheppardmullin.com)

[afeld@sheppardmullin.com](mailto:afeld@sheppardmullin.com)

4 **Washington State Dept of General Administration**

5 c/o Brian Faller

[brianf@atg.wa.gov](mailto:brianf@atg.wa.gov) [beckym@atg.wa.gov](mailto:beckym@atg.wa.gov)

6 **Bingo Investments LLC**

7 c/o R. Bruce Johnston

[bruce@rbrucejohnston.com](mailto:bruce@rbrucejohnston.com)

8 **Midland Loan Services, Inc.**

9 c/o Brian L Lewis

[brian.lewis@klgates.com](mailto:brian.lewis@klgates.com)

10 [bankruptcyecf@klgates.com](mailto:bankruptcyecf@klgates.com)

11 **Wells Fargo Bank**

c/o Brian L Lewis

12 [brian.lewis@klgates.com](mailto:brian.lewis@klgates.com)

[bankruptcyecf@klgates.com](mailto:bankruptcyecf@klgates.com)

13 **Hyun J Um and Jin S. Um**

14 c/o J. Todd Tracy

[todd@thetracylawgroup.com](mailto:todd@thetracylawgroup.com)

15 [ecf@thetracylawgroup.com](mailto:ecf@thetracylawgroup.com)

16 **Thomas W. and Patricia A. Price**

c/o J. Todd Tracy

17 [todd@thetracylawgroup.com](mailto:todd@thetracylawgroup.com)

[ecf@thetracylawgroup.com](mailto:ecf@thetracylawgroup.com)

18 **Debtor CDC Properties I LLC**

19 c/o Brad A Goergen

[brad.goergen@millernash.com](mailto:brad.goergen@millernash.com)

20  
21 DATED at Seattle, Washington, this 4th day of December, 2017.

22 *s/Sonia Chakalo*  
23 Sonia Chakalo, Legal Assistant